

**BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

Meeting Date: July 14, 2004

Division: County Administrator

Bulk Item: Yes X No \_\_\_\_\_

Department: Fire Rescue

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**AGENDA ITEM WORDING:** Approval to extend the Agreement between the District Board of Trustees of Florida Keys Community College (FKCC) and Monroe County Board of County Commissioners concerning EMS training to June 30, 2005.

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**ITEM BACKGROUND:** FKCC students enrolled in the Emergency Medical Services (EMS) course must complete a specified number of supervised hours on a licensed ambulance. Monroe County Fire Rescue (MCFR) and FKCC sought the agreement to provide a resource for completion of the program criteria for their EMS students throughout the Keys. The Terms of Agreement provides for either party to elect annually to extend the Agreement for an additional year with written notice.

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**PREVIOUS RELEVANT BOCC ACTION:** At the June 18, 2003 County Commission Meeting the Board granted approval and authorized execution of a Renewal Agreement between Monroe County and the District Board of Trustees of Florida Keys Community College concerning EMS training to June 30, 2004.

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**CONTRACT/AGREEMENT CHANGES:** Term of agreement is extended through June 30, 2005.

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**STAFF RECOMMENDATIONS:** Approval.

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**TOTAL COST:** N/A

**BUDGETED:** Yes \_\_\_\_\_ No \_\_\_\_\_

**COST TO COUNTY:** N/A

**SOURCE OF FUNDS:** \_\_\_\_\_

**REVENUE PRODUCING:** Yes \_\_\_\_\_ No X **AMOUNT PER MONTH** \_\_\_\_\_ **Year** \_\_\_\_\_

**APPROVED BY:** County Atty YES

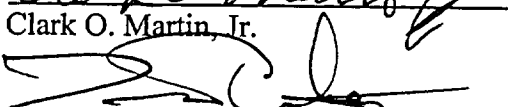
OMB/Purchasing YES

Risk Management YES

**DEPARTMENT HEAD APPROVAL:**

  
Clark O. Martin, Jr.

**DIVISION DIRECTOR APPROVAL:**

  
James L. Roberts

**DOCUMENTATION:** Included X

To Follow \_\_\_\_\_

Not Required \_\_\_\_\_

**DISPOSITION:** \_\_\_\_\_

**AGENDA ITEM #** C21

## RENEWAL AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2004, between MONROE COUNTY, a political subdivision of the State of Florida, hereafter COUNTY, whose address is 1100 Simonton Street, Key West, FL 33040 and the District Board of Trustees of FLORIDA KEYS COMMUNITY COLLEGE, whose address is 5901 College Road, Key West, FL 33040, hereafter the CONTRACTOR, in order to renew the agreement dated September 21, 1995 (a copy of which is incorporated by reference) as follows:

1. In accordance with the TERM OF AGREEMENT of the 1995 agreement, the County hereby exercises its option to renew the Agreement for an additional one year term beginning July 1, 2004.

2. The term of the renewed agreement will commence on July 1, 2004 and terminate on June 30, 2005.

3. In all other respects, the original agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.

(SEAL)  
ATTEST: DANNY L. KOLAHGE, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

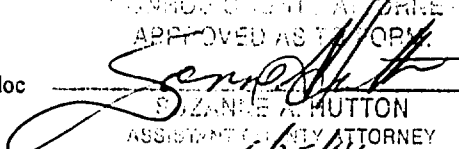
By: \_\_\_\_\_  
Mayor/Chairman

WITNESSES:

FLORIDA KEYS COMMUNITY COLLEGE

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Chair, District Board of Trustees

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM  
  
SUZANNE A. HUTTON  
ASSISTANT COUNTY ATTORNEY  
Date: 6/25/04

## A G R E E M E N T

THIS AGREEMENT entered into this 21st day of September, 1995 by and between the DISTRICT BOARD OF TRUSTEES OF FLORIDA KEYS COMMUNITY COLLEGE, hereinafter referred to as the COLLEGE, and the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, hereinafter referred to as the COUNTY.

### W I T N E S S E T H:

WHEREAS, the COLLEGE desires that students enrolled in EMS Courses obtain clinical/practical experience in Ambulance Services; and

WHEREAS, the COUNTY offers to provide the necessary equipment for said experience in recognition of the need to train EMS students.

(List of students to be supplied.)

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

#### 1. PROVISIONS FOR INSTRUCTION AND SUPERVISION OF STUDENTS:

- (a) The EMS Instructor and the COUNTY'S EMS Operations Manager shall acquaint the students with the rules and regulations of the COUNTY'S EMS and shall hold them responsible for complying with all rules and

regulations applicable to students. This does not preclude the COUNTY'S EMS from providing further orientation. The COUNTY'S EMS will provide a current set of rules and regulations for the COLLEGE at least sixty (60) days prior to the beginning of each Fall term.

- (b) The COUNTY'S EMS reserves the right to refuse its equipment and services to any student who does not meet the professional or other stated requirements of the COUNTY'S EMS or any appropriate authority controlling and directing said COUNTY'S EMS.
- (c) The instructional schedule for the clinical/practical experience of the students shall be planned jointly by the supervisor of the particular program of the COUNTY'S EMS. The instructional schedule agreed upon shall, wherever possible, be submitted to the respective COUNTY'S EMS and COLLEGE authorities at least thirty (30) days prior to the beginning of such schedule.
- (d) Clinical/practical instruction may also be provided for by the COUNTY'S EMS from its staff, and assigned according to Paragraph 1 (c) above. The

COLLEGE reserves the right to review the qualifications of such persons to assist in the clinical/practical instruction of the students.

(e) The responsibility of the COUNTY'S EMS staff with regard to the clinical/practical experience of the student may include, as appropriate to the specific program:

- (1) direct instruction and supervision of the student according to the respective course description and/or syllabus, cooperating therein with the faculty member assigned by the COLLEGE to supervise said course;
- (2) periodic evaluation of the student's progress as required by the COLLEGE;
- (3) providing to the above mentioned program supervisor, on a weekly basis, the proposed schedule for clinical/practical instruction for the ensuing week; and
- (4) being available for scheduled conferences with the student and/or program supervisor.

(f) The COLLEGE on its part agrees further;

- (1) to go through the proper channels with the COUNTY'S EMS in planning clinical/practical experience;
- (2) to arrange meetings with the appropriate staff of the COUNTY'S EMS to whom the student is directly responsible in order to review and evaluate the progress of the clinical/practical experience as needed;
- (3) to provide methods for student evaluation which are brief and meaningful; and
- (4) to inform the clinical/practical staff of the COUNTY'S EMS as to the extent of the student's academic preparation for the purpose of assignment of the student to the appropriate entry level of clinical/practical experience.

2. INDEMNIFICATION AND INSURANCE:

- (a) As a political subdivision of the State of Florida, the COLLEGE enjoys sovereign immunity, which is waived to the extent provided in Section 768.28, Florida Statutes. Subject to that limitation, the COLLEGE agrees to indemnify and hold harmless the

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, its respective officers, agents, employees, and servants from any and all liabilities and causes of action arising out of the operation of this Agreement, which results directly from the negligence errors or omissions of the COLLEGE, its officers, Trustees, employees, students or agents. The COLLEGE does not accept liability for the injury or death of any person or damage to any property, or any claims or causes of action arising therefrom, caused by the sole negligence of any officer, agent, employee, or servant of the MONROE COUNTY, or by the condition of the equipment operated by the COUNTY'S EMS, whether the condition is latent or patent, and regardless of whether the COLLEGE has inspected the equipment prior to using it. Nothing contained herein waives any immunity granted to either the COUNTY or COLLEGE under Section 768.28, Florida Statutes.

- (b) The COLLEGE agrees to maintain, during the term of this Agreement, student professional liability insurance with a single limit of \$1,000,000, with aggregate coverage of \$3,000,000. A Certificate of Insurance in evidence of compliance with this paragraph shall be filed with the COUNTY.

(c) If either party receives notice of a claim related to this Agreement that party shall notify the other party within 15 days of its own receipt of notice.

TERM OF AGREEMENT: The term of this AGREEMENT shall be from the date of the Agreement, and shall remain in full force and effect until June 30, 1996. Either party may elect annually to extend this Agreement for an additional year upon providing at least 30 days prior written notice of intent to extend. Either party hereto may terminate this AGREEMENT by giving at least thirty (30) days written notice to the other party.

NOTICE: Where notice is required under this Agreement to be given to either party, the notice shall be mailed to:

**For College:**

Dean of Administrative  
and Business Services  
Florida Keys Community College  
5901 West College Road  
Key West, Florida 33040

**For County:**

Operations Manager, District 1  
County of Monroe  
Emergency Medical Services  
490 63 Street, Ocean, Suite 170  
Marathon, Florida 33050



IN WITNESS WHEREOF the parties have cause this AGREEMENT to be executed in their respective corporate names and their corporate seals to be affixed by duly authorized officers, all on the day and year first set forth above.

BOARD OF COUNTY COMMISSIONERS  
MONROE COUNTY, FLORIDA

Shirley Freeman  
Shirley Freeman  
Mayor/Chairperson

DANNY L. KOLHAGE, Clerk

Attest: Sahel C. DePantis  
Clerk

FLORIDA KEYS COMMUNITY COLLEGE

Patricia A. Almeda  
Patricia A. Almeda, Chairman

William A. Seeker  
William A. Seeker, President

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY.

RD  
Attorney's Office